

REGISTER OF ACTIONS[CASE NO. D-504-CV-2016-00782](#)**Laura Johnson v. 21st Century Centennial Insurance Company**§
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§Case Type: **Tort Auto**
Date Filed: **12/07/2016**
Location:
Judicial Officer: **Hudson, James M.****PARTY INFORMATION**

		Attorneys
Defendant	21st Century Centennial Insurance Company c/o Office of Superintendent of Insurance P.O. Box 1689 Santa Fe, NM 87504-1689	
Plaintiff	Johnson, Laura 1220 Ave K Lubbock, TX 79401	Erik Ryne Hutcheson <i>Retained</i> 806-744-4477(W)

EVENTS & ORDERS OF THE COURT

	OTHER EVENTS AND HEARINGS	
12/07/2016	Cause Of Actions	Breach of Contract (Plaintiffs Original Complaint for Money Damages)
	Filed By:	Johnson, Laura
	Filed Against:	21st Century Centennial Insurance Company
	Action Type	Action
12/07/2016	Cause Of Actions	Miscellaneous (Unfair Claims Practices)
	Filed By:	Johnson, Laura
	Filed Against:	21st Century Centennial Insurance Company
	Action Type	Action
12/07/2016	OPN: COMPLAINT	
	<i>Plaintiffs Original Complaint for Money Damages</i>	
06/29/2017	SUMMONS ISSUED	
	<i>Summons</i>	
06/29/2017	Summons	
	21st Century Centennial Insurance Company	Unserved

FINANCIAL INFORMATION

	Plaintiff Johnson, Laura	
	Total Financial Assessment	117.00
	Total Payments and Credits	117.00
	Balance Due as of 07/28/2017	0.00
12/07/2016	Transaction Assessment	117.00
12/07/2016	File & Serve Payment Receipt # ROSD-2016-5154 Johnson, Laura	(117.00)

STATE OF NEW MEXICO
COUNTY OF CHAVES
FIFTH JUDICIAL DISTRICT COURT

LAURA JOHNSON
Plaintiff

v.

21ST CENTURY CENTENNIAL
INSURANCE CO.,
Defendant

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No. D-504-CV-2016-00782

Case assigned to Hudson, James M.

PLAINTIFF'S ORIGINAL COMPLAINT FOR MONEY DAMAGES

COMES NOW, The Plaintiff, LAURA JOHNSON, by and through her attorney of record, E. Ryne Hutcheson, of Davis W. Smith, P.C., and hereby submits her complaint of Breach of Contract and Unfair claim practices and in support thereof, states the following:

Jurisdictional Allegations

1. Plaintiff is a resident of the County of Chaves, State of New Mexico.
2. Upon information and belief, Defendant 21ST CENTURY CENTENNIAL INSURANCE CO. (a FARMER's INSURANCE GROUP company) is a domestic corporation engaged in the business of providing car insurance to the general public in New Mexico as 21ST CENTURY CENTENNIAL INSURANCE CO..
3. Jurisdiction and venue are properly laid in the District Court of Chavez County, NM, in the Fifth Judicial District Court.

Facts of the Complaint

EXHIBIT A

4. Plaintiff re-alleges all preceding paragraphs of this Complaint, incorporating them by references herein, as if more fully set forth herein.
5. On or about June 15, 2012, Plaintiff LAURA JOHNSON was operating a 2011 Chevy traveling Northbound in the 200 block of N. Main, Roswell, NM behind an unknown vehicle. CLAUDIA GONZALEZ was operating a 1997 Ford traveling northbound behind the Plaintiff's vehicle. As the unknown vehicle stopped abruptly in front of Plaintiff, Plaintiff also stopped, whereupon CLAUDIA GONZALEZ followed too close and failed to control her speed, striking Plaintiff in the rear. Either contemporaneous with or near the time of such accident, Defendant THAIRE IBARRA also followed too close, failed to control her speed, and collided with CLAUDIA GONZALEZ in the rear. As a result thereof, Plaintiff was caused to suffer serious bodily injuries and damages described with more particularity below.
6. At all times material hereto said vehicle operated by Plaintiff was insured by Defendant.
7. As a direct and proximate result of CLAUDIA GONZALEZ and/or the tortfeasor's negligence, Plaintiff sustained personal injuries, causing her pain and suffering, and damages in the form of medical and related bills. Upon information and belief, some or all of the injuries are permanent and Plaintiff will incur future medical expenses related to treatment for her injuries and will experience future pain and suffering.
8. Plaintiff settled her claims with CLAUDIA GONZALEZ for policy limits.
9. Plaintiff's damages substantially exceed the policy limits for the tortfeasor(s)' insurance policy or such tortfeasor is/was otherwise uninsured/underinsured.

Count 1: Breach of Contract

10. Plaintiff re-alleges all preceding paragraphs of the complaints as if set forth more fully herein.

11. Plaintiff has made demands on Defendant for settlement of her claim under the “underinsured/uninsured” component of her insurance policy, which have either been denied or have not been responded to.
12. As a matter of law and upon information and belief, under the terms of the policy issued by defendant (Policy No. 0002081264/claim no. 1021603469-1-2)), Plaintiff was and is an “insured” within the meaning of the law and the terms of the policy issued by Defendant.
13. Defendant is in breach of the insurance contract by denying coverage or failing to provide coverage for Plaintiff’s claims.
14. Defendant’s failure to confirm or deny Plaintiff’s claim constitutes bad faith and warrants the imposition of punitive damages.

WHEREFORE, Plaintiff respectfully prays that Court find Judgment against Defendant for

- A. Compensatory damages in an amount to be determined at trial;
- B. Costs associated with this action;
- C. Attorney’s fees, if allowed by law; and for
- D. Such other further reliefs as the Court deems just and proper

COUNT II: Unfair Claims Practices

15. Plaintiff re-alleges all preceding paragraphs of the Complaint as if set forth more fully herein.
16. Defendant has committed unfair claims practices within the meaning of NMSA 1978, Section 59A-16-20, including, but not limited to:
 - A. Failing to acknowledge and act reasonable promptly upon communications with respect to Plaintiff’s claim arising under the policy;

- B. Failing to affirm or deny coverage of the claim by Plaintiff within a reasonable time after proof of loss requirements under the policy have been completed and submitted by the insured;
- C. Not attempting in good faith to effectuate prompt, fair and equitable settlements of any insured claims in which liability has become reasonably, clear; and
- D. Failing to promptly provide the insured a reasonable explanation of the basis relied on in the policy in relation to the factor or applicable law for denial of a claim or for the offer of a compromise settlement.

17. Plaintiff is entitled to recover reasonable attorney's fees under NMSA 1978 section 59A-16-30.

WHEREFORE, Plaintiff respectfully prays the Court find Judgment against Defendant for

- A. Compensatory damages in an amount to be determined at trial;
- B. Punitive damages in an amount to be determined at trial;
- C. Costs associated with this action;
- D. Attorney's fees, if allowed by law; and for
- E. Such other further relief as the Court deems just and proper.

Respectfully submitted,

DAVIS W. SMITH, P.C.

Attorneys at Law

1220 Ave. K

Lubbock, Texas 79401

Telephone: (806)744-4477

Facsimile: (806) 744-2671

Email: efile@gorillalawfirm.com

By: s/ E. Ryne Hutcheson

E. RYNE HUTCHESON

NMSBN: 146298

Attorneys for Plaintiff

SUMMONS	
District Court: <u>5th Judicial District Court</u> Chavez County, New Mexico Court Address: 400 N. Virginia Roswell, NM 88201 Court Telephone No: 575-622-2212	Case Number: <u>D-504-CV-2016-00782</u>
Laura Johnson, Plaintiff(s)/Petitioners v. 21 st Century Centennial Insurance Co. Defendant(s)/Respondent <p style="text-align: center;">ORIGINAL: To Be Returned to Clerk of District Court for Filing.</p>	To: Defendant/Respondent Name: 21 st Century Centennial Insurance Co. C/O Office of Superintendent of Insurance Office of Superintendent of Insurance or OSI P.O. Box 1689 Santa Fe, NM 87504-1689

TO THE ABOVE NAMED RESPONDENT(S): Take notice that

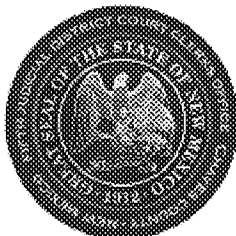
1. A lawsuit has been filed against you. A Copy of the Lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA.) The court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response you must give or mail a copy to the person(s) who signed the lawsuit.
4. If you do not respond in writing, the court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to contact a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org; 1-800-876-6657; or 1-505-797-6066.

Date at Roswell, New Mexico, this 29th day of June, 2017.

CLERK OF COURT

By: Janet Bloomer

Deputy



s/ Ryne E. Hutcheson

Ryne Hutcheson, Attorney for Plaintiff

1220 Ave. K

Lubbock, Texas 79401

Tele: (806)744-4477/Fax: (806)744-2671

Email: efile@gorillalawfirm.com

EXHIBIT A

THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULES OF CIVIL
PROCEDURE FOR DISTRICT COURTS

RETURN

STATE OF NEW MEXICO)

) ss

COUNTY OF _____)

(complete the following, unless service by sheriff or deputy)

I, being sworn, state that I am over the age of eighteen (18) years and not a party to this

lawsuit, and that I served this summons in _____ county on the ____ day of

_____, _____, by delivering a copy of this summons, with a copy of the complaint
attached and an Answer in the following manner (indicate below how served):

(person serving summons must check one box and fill in appropriate blanks)

☐ by delivering a copy of this summons, a copy of the complaint and an answer form to the
defendant, _____ (used when defendant receives copy of summons or
refuses to receive summons).

☐ To the Defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (used when service is by
mail or commercial courier service)

*After attempting to serve the summons and complaint on the Defendant by personal service or by mail or
commercial courier service,*

☐ by delivering a copy of this summons, a copy of the complaint and an answer form to
_____, a person over fifteen (15) years of age and residing at the usual place
of abode of the defendant, _____, located at

_____ (address) (used when defendant is

not presently at the abode.) and by mailing by first class mail to the Defendant at

_____ (insert Defendant's last known mailing address) a copy of the
summons and complaint.

EXHIBIT A

[]to _____ the person apparently in charge at the actual place of business or employment of the Defendant and by mailing by first class mail to the Defendant at _____ (insert Defendant's last known mailing address).

[]to _____ an agent authorized to receive service of process for Defendant _____.

[]to _____ [parent][guardian][custodian][conservator][guardian ad litem] of Defendant _____ (used when Defendant is a minor or incompetent person).

[]to _____ (name of person) _____ (title of person authorized to receive service. Use this alternative when Defendant is a corporation or an association subject to suit under a common name, a Land Grant Board of Trustees, the State of New Mexico, or any political subdivision)

Fees: _____

Signature of person making service

Title (if any)

Subscribed and sworn to before me this ____ day of _____, _____.

Judge, notary or other officer

authorized to administer oaths

Official title

DAVIS W. SMITH, P.C.

DAVIS W. SMITH
CHARLES W. CROWL III

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July 21, 2016

Ms. Elaine Black
Farmers Ins. Co.
P.O. Box 268994
Oklahoma City, OK 73126

Re: Insured : Jimmie Johnson
Claimant : Laura Johnson
Claim No. : 1021603469
Date of Loss : 06/15/2012

Dear Ms. Black:

My client, LAURA JOHNSON, was involved in an automobile accident of June 15, 2012, in which she sustained serious personal injuries.

The liability carrier for the "at fault driver," Claudia Gonzalez, recently settled with Ms. Johnson.

Due to the severity of her injuries, my client, Laura Johnson, has instructed me to pursue a claim against the underinsured portion of her policy with FARMERS.

This letter and the medical documents already provided to Farmers serve as a demand for uninsured/underinsured motorist benefits pursuant to our client, LAURA JOHNSON'S, policy of insurance with your company. Specifically, we demand benefits in the amount of policy limits.

Under NMSA 1978, Section 59A-16-20, et seq., an insurer has a duty to, 1). acknowledge and act reasonable promptly upon communications with respect to Plaintiff's claim arising under the policy; 2). to affirm or deny coverage of the claim by plaintiff within a reasonable time after proof of loss requirements under the policy have been completed and submitted by the insured; 3). to act in good faith to effectuate prompt, fair and equitable settlements of any insured claims in which liability has become reasonably, clear; and 4). to promptly provide the insured a reasonable explanation of the basis relied on in the policy in relation to the factor or applicable law for denial of a claim or for the offer of a compromise settlement.

NMSA 1978, Section 59A-16-30 creates a private cause of action for violations of NMSA 1978, Section 59A-16-20, and, should an insurer be found to have acted willfully in violation of the section, the law provides for an award of attorney's fees as well as the imposition of treble damages. NMSA 1978, Section 57-12-10.

EXHIBIT B

In order to avoid needless litigation and expense, please promptly respond to our client's demand for uninsured/underinsured motorist benefits. I ask that you please contact me should you require any additional information to process this claim.

I look forward to your prompt response, I remain

Yours very truly,

DAVIS W. SMITH, P.C.

A handwritten signature in black ink, appearing to read "E. Ryne Hutcheson", written over the typed name.

E. Ryne Hutcheson

ERH/lm